

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN MATEO ELECTRICAL WORKERS  
HEALTH CARE TRUST, *et al.*,

No. C 12-6452 SI

**DEFAULT JUDGMENT**

Plaintiffs,

v.

F. CONNOLLY CO.,

Defendant.

This matter came on for hearing on Plaintiffs' Motion for Judgment by Default against Defendant F. Connolly Co., a California Corporation ("Defendant"), on May 10, 2013. Plaintiffs San Mateo Electrical Workers Health Care Trust; International Brotherhood of Electrical Workers, Local 617; San Mateo County Electrical Construction Industry Retirement Trust; San Mateo Electrical Workers Education and Training Plan; Dominic Nolan, as Trustee of the above Trusts; and National Electrical Contractors Association, San Mateo Chapter ("Plaintiffs") were represented by Eileen M. Bissen of Neyhard, Anderson, Flynn & Grosboll; Defendant made no appearance. Having considered the pleadings and arguments in this matter, and good cause appearing, this Court FINDS AS FOLLOWS:

1. The Complaint in this matter was filed with this Court on December 20, 2012;
2. The Complaint was served on Defendant on January 30, 2013, for which proofs of service were filed before this Court with the Summons on February 10, 2013;
3. No answer or other responsive pleadings having been filed within the time permitted by law, default was entered against the Defendant on March 13, 2013;

4. Defendant has been an employer within the meaning of section 3(5) and section 515 of ERISA (29 U.S.C. §§ 1002(5), 1145) and an employer in an industry affecting commerce within the meaning of section 301 of the LMRA (29 U.S.C. § 185);

5. The Court finds the allegations in the Complaint on file herein are true including the fact that Defendant has been bound to a written collective bargaining agreement labeled the “Inside Wiremans’s Agreement” (hereinafter “CBA”) with the International Brotherhood of Electrical Workers, Local 617, and the San Mateo County Chapter of the National Electrical Contractors Association, both of which are labor organizations within the meaning of LMRA §301, 29 U.S.C. §150. By virtue of becoming bound to the CBA, Defendant became subject to all the terms and conditions of the Trust Agreements referred to in the Complaint;

6. That Defendant failed to pay delinquent contributions in the amount of \$73,916.72, and liquidated damages and interest in the amount of \$58,037.07.

7. Plaintiffs have accrued attorneys fees in the amount of \$2,312.50 for 12.5 hours of attorney work at \$185 per hour; the rate and number of hours are reasonable in light of the attorneys’ skill and experience, and prevailing rates and hours billed for similar cases in this District.

8. On April 25, 2013, defendant submitted a payment in the amount of \$17,797.17 to plaintiffs, thereby offsetting any amounts due by that payment.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED THAT Judgment be entered in favor of Plaintiffs and against Defendant as follows:

1. Defendant is ordered to pay \$73,916.72 in principal contributions to Plaintiffs;
2. Defendant is ordered to pay \$58,037.07 in liquidated damages and interest owed to Plaintiffs;
3. Defendant is ordered to pay attorneys’ fees in the amount of \$2,312.50;
5. Defendant is ordered to pay costs in the amount of \$479.90;
6. Defendant is ordered to pay interest on any amounts found due in an amount to be determined consistent with 26 U.S.C. § 6621, \$2,383.28 as of April 5, 2013; and

1           7.       As of the date of this Judgment, defendant is ordered to pay a total **\$119,332.30**, which  
2               represents the above sums less the \$17,797.17 payment defendant submitted on April 25,  
3               2013.

4           8.       This Court shall retain jurisdiction of this matter to enforce the Order compelling  
5               payment of all amounts found due and owing under this Judgment.

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7           **IT IS SO ORDERED AND ADJUDGED.**

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9       Dated: May 10 , 2013



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SUSAN ILLSTON  
United States District Judge